

SUPPLEMENTAL INTERSTATE AGREEMENT FOR
EMERGENCY MUTUAL ASSISTANCE BETWEEN
THE STATE OF WISCONSIN AND
THE STATE OF MINNESOTA

WHEREAS, the State of Wisconsin and the State of Minnesota have determined that interstate emergency mutual assistance is beneficial and often necessary in responding to emergencies and disasters; and

WHEREAS, both States have enacted Emergency Management Assistance Compacts ("EMAC") which provide the framework for sharing resources when a governor declares a state of emergency; and

WHEREAS, situations exists that do not rise to the level of a governor declared state of emergency, but where significant benefits exist to sharing state resources; and

WHEREAS, the EMAC does not specifically address interstate assistance for situations where the governor of the state requesting assistance has not declared a state of emergency; and

WHEREAS, the EMAC specifically allows and encourages supplemental agreements between Party States, including the use of Intergovernmental Agreements to deploy local assets under this agreement

NOW THEREFORE, the Governor of the State of Wisconsin pursuant to the statutory authority granted under §166.03(1)(b)2. of the Wisconsin Statutes, and the Governor of the State of Minnesota, pursuant to statutory authority granted under sec. 12.21, subd. 2 and 12.27 subd. 2 of the Minnesota Statutes, each Governor acting for and on behalf of their State respectively, hereby agree as follows:

1. The State of Wisconsin hereby promises and agrees to provide emergency mutual aid assistance to the State of Minnesota when the State of Minnesota requests such assistance, notwithstanding the absence of a declaration of emergency or disaster by the State of Wisconsin or the State of Minnesota.

2. The State of Minnesota hereby promises and agrees to provide emergency mutual aid assistance to the State of Wisconsin when the State of Wisconsin requests such assistance, notwithstanding the absence of a declaration of emergency or disaster by the State of Wisconsin or the State of Minnesota.

3. Neither State shall be required to provide resources under this agreement if, in the sole discretion of the State providing assistance ("Responding State"), the requested

resources are not sufficiently available, or if the commitments of those resources to the State requesting assistance ("Requesting State") would unreasonably impact the safety and health of the citizens of the Responding State.

4. The Responding State shall be reimbursed by the Requesting State for any loss, damage, costs, compensation of personnel, or other expenses incurred as a result of its response to a request for aid under this agreement. Notwithstanding this provision, the Responding State may elect to assume and not invoice the Requesting State in whole or in part for such loss, damage, cost, compensation of personnel, or other expense, and/or may donate such services or loan equipment to the Requesting State without charge, costs or financial obligation.

5. The officers, employees or agents of the Responding State who provide assistance to the Requesting State pursuant to this agreement shall be protected from liability under the laws of the State in which the cause arose. Officers, employees or agents of the Responding State shall be considered agents of the Requesting State for tort liability and immunity purposes. The Responding State, and its officers, employees or agents rendering aid, shall not be liable on account of any act or omission performed in good faith on the part its officers, employees or agents while engaged in rendering interstate mutual assistance under this agreement or on account of the maintenance or use of any equipment or supplies in connection with the rendering of aid. "Good faith" shall not include willful, wanton or reckless misconduct.

6. Each State shall provide their responding officers, employees and agents with compensation and death benefits, including worker's compensation, as appropriate and authorized for any injured responder or the representative of a deceased responder, deployed under this agreement in the same manner as if the injury or death occurred within the Responding State.

7. When a responding officer, employee or agent holds a license, certificate, or other permit issued by the Responding State evidencing the meeting of qualifications for professional, mechanical, or other skills, and when such assistance is requested by the Requesting State, that responder shall be deemed licensed, certified, or permitted by the Requesting State to render aid involving such skill, subject to any limitations and conditions as the Requesting State may prescribe.

8. This agreement shall be implemented and tracked through the authorized Emergency Management agency in the Party States.

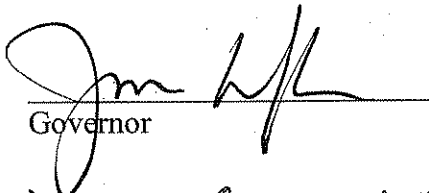
9. If aid has been sent under this Agreement and later an emergency is declared by the Receiving State and similar aid is requested under EMAC, the terms of EMAC shall prevail over any inconsistency with this Agreement commencing with the time of the EMAC request.

10. Notwithstanding the foregoing, either State may terminate this agreement with a thirty (30) day written notice to the other State.

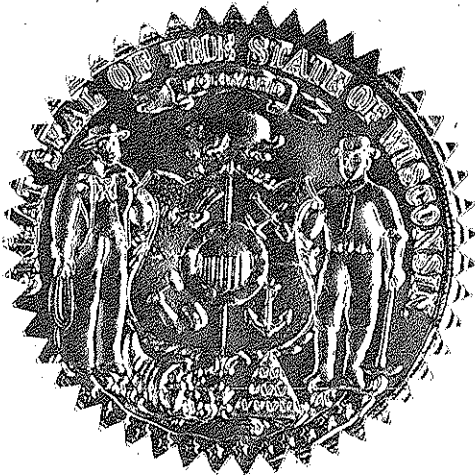
11. If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the Party States shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

IN WITNESS THEREOF,

I, Jim Doyle, Governor of State of Wisconsin, have hereunto set my hand and caused the Great Seal of the State of Wisconsin to be affixed this 6th day of Nov, 2009.

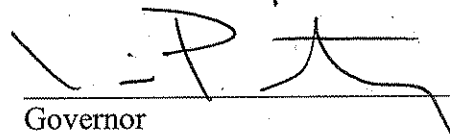

Governor


Secretary of State



IN WITNESS THEREOF,

I, Tim Pawlenty, Governor of State of Minnesota, have hereunto set my hand and caused the Great Seal of the State of Minnesota to be affixed this 21st day of Sept, 2009.


Governor

Secretary of State

